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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

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RICHARD R. ROOGER, CLERK
[Signature]
D.C.

STATE OF TENNESSEE, *ex rel.*
ROBERT E. COOPER, JR., ATTORNEY
GENERAL and REPORTER,

Plaintiff,

v.

No. 11C2088

MARTHA SALAZAR,
individually and doing business as
COMUNIDAD HISPANA,
a sole proprietorship owned and operated
by MARTHA SALAZAR.

Defendant.

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

1. Plaintiff, the State of Tennessee, by and through Robert E. Cooper, Jr., the Attorney General and Reporter, at the request of Gary Cordell, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance (collectively referred to as "Plaintiff" or "State"), and Defendant, Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar ("Defendant"), do consent to the entry of this Judgment and its provisions.

2. The Defendant enters into this Agreed Final Judgment and Permanent Injunction ("Judgment") to avoid the time and expense associated with litigation.

3. This is a Judgment for which execution may issue.

4. This Judgment is entered into by the Defendant as her own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations

and duties imposed upon her by this Judgment, and she consents to its entry without further notice, and avers that no offers, agreements or inducements of any nature whatsoever have been made to her by the Plaintiff or its attorneys or any employee of the Attorney General's Office or the Division of Consumer Affairs of the Department of Commerce and Insurance to procure this Judgment.

5. In the event the Court shall not approve this Judgment, this Judgment shall be of no force and effect against the State of Tennessee.

6. This Judgment shall bind the Defendant and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest to the Defendant.

7. Defendant waives any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with any judicial proceedings upon this Judgment.

8. The State gave the Defendant notice of its intent to sue as provided for in Tenn. Code Ann. § 47-18-108(a)(2).

9. Due to the Defendant's actions, the State filed a Complaint in the Circuit Court for Davidson County, Tennessee. Defendant acknowledges she has received valid service of the Summons and Complaint.

10. The State and the Defendant have since reached the agreement annunciated in this Judgment.

JURISDICTION

11. Jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of

this Judgment, including the enforcement of compliance and penalties for violation. The Defendant agrees to pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Judgment against the Defendant.

VENUE

12. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in Davidson County, Tennessee.

DEFENDANT

13. Defendant warrants and represents that she is the proper party to this Judgment. Further, she warrants and represents that her principal place of business was 2608 C Nolensville Pike, Nashville, Tennessee, where she has operated business since June of 1996. Defendant has since ceased operating the business and has relocated to Costa Rica.

14. Defendant, Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar, represents and warrants that these are the true legal names of the entities entering into this Judgment and she has used no other names to do business. Further, Defendant represents and warrants that Comunidad Hispana is not incorporated or otherwise authorized to do business in the State of Tennessee but is rather merely a business name of Martha Salazar.

15. Defendant agrees that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to the Defendant, to each of her officers, owners, directors, partners, subsidiaries, affiliates, managers, parents, related entities, agents, assigns, representatives, employees, successors, sales staff, future purchasers, inheritors,

or other successors in interest and any and all other persons or entities acting directly or indirectly on her behalf.

16. The Defendant represents and warrants that she does not presently and has never had a license to practice law in Tennessee, or in any other state or territory in the United States.

17. The Defendant represents and warrants that she has never employed a person who was licensed to practice law in Tennessee.

18. Defendant acknowledges that she understands that the State expressly relies upon these representations and warranties, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside (*inter alias*) in whole or in part this Judgment, or request that the Defendant be held in contempt or otherwise seek sanctions or remedies, if the State so elects.

DEFINITIONS

19. As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

- A. "Advertise," "Advertisement," or "Advertising," shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.
- B. "Agreed Final Judgment" or "Judgment" shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar*.
- C. "And" and "Or" shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.

- D. **"Attorney General"** shall mean Office of the Tennessee Attorney General.
- E. **"Consumer"** shall mean any person, a natural person, individual, governmental agency or other entities, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- F. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"**: A statement is "Clear and Conspicuous" or "Clearly and Conspicuously" disclosed if, by whatever medium, it is readily understandable and presented in such size, color, contrast, location, and audibility, compared to other information with which it is presented, that is readily apparent to the person to whom it is disclosed. If such statement is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner which is readily noticeable and understandable. Further, a disclosure of information is not clear and conspicuous if, among other things, it is obscured by the background against which it appears or there are other distracting elements. Warnings, safety disclosures or statements of limitation must be set out in close conjunction with the benefits described, or with appropriate captions, of such prominence that warnings, safety disclosures or statements of limitation are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading. The statement shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the statement shall be used in any communication.
- G. **"Defendant," "Martha Salazar"** or **"Comunidad Hispana"** shall refer to Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar, and/or any and all officers, directors, owners, employees, managers, partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar.
- H. **"Division"** or **"Division of Consumer Affairs"** shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- I. **"Document"** shall be synonymous in meaning and equal in scope to the usage of the term in Tenn. R. Civ. P. 34, and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained, extracted and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document.
- J. **"Eligible Consumer"** shall mean any consumer, person or business that paid any monies or other valuable consideration to the Defendant for alleged legal services. Further, a consumer, person or business is also an Eligible Consumer if they purchased or paid

monies or other valuable consideration for any good or service from Defendant and the good or service was not performed or delivered as promised or represented.

- K. **"Good"** shall mean any tangible chattels leased, bought, or otherwise obtained for use by an individual primarily for personal, family, or household purposes or a franchise, distributorship agreement, or similar business opportunity.
- L. **"Including"** shall mean including, without limitation.
- M. **"Legal services"** shall mean any service which would constitute the practice of law or law business under Tenn. Code Ann. § 23-3-101 *et seq.*
- N. **"Law business"** shall mean the advising or counseling for a valuable consideration of any person as to any secular law, or the drawing or the procuring of or assisting in the drawing for a valuable consideration of any paper, document or instrument affecting or relating to secular rights, or the doing of any act for a valuable consideration in a representative capacity, obtaining or tending to secure for any person any property or property rights whatsoever, or the soliciting of clients directly or indirectly to provide such services.
- O. **"Notaries Public statute"** shall refer to the Consumer Protection part of the Notaries Public statute and related statutes found at Tenn. Code Ann. § 8-16-401 *et seq.* and as may be amended from time to time.
- P. **"Parties"** shall refer to Plaintiff, State of Tennessee, by and through the Attorney General and Reporter, and Defendant, Martha Salazar, d/b/a Comunidad Hispana.
- Q. **"Person"** shall mean a natural person, individual, organization or other legal entity, including a corporation, partnership, proprietorship, association, trust, estate, cooperative, limited liability company, government or governmental subdivision or agency, any legal or commercial entity however organized, or any other group or combination acting as an entity.
- R. **"Practice of law"** shall mean the appearance as an advocate in a representative capacity or the drawing of papers, pleadings or documents or the performance of any act in such capacity in connection with proceedings pending or prospective before any court, commissioner, referee or any body, board, committee or commission constituted by law or having authority to settle controversies, or the soliciting of clients directly or indirectly to provide such services.
- S. **"Record"** shall mean any document, as document is defined in definition I, above, relating to the business, trade or commerce or business practices of Defendant.
- T. **"Refund"** shall mean and consist of full restitution as defined herein to all Eligible Consumers.

- U. **"Restitution"** shall consist of all monies, payment or other valuable consideration of any type made by Eligible Consumers to the Defendant. Restitution shall also include any administrative payments made to Defendant for said services including, but not limited to, filing fees and court costs.
- V. **"Services"** shall mean any work, labor, or services including services furnished in connection with the sale or replacement of goods, or real property or improvements thereto.
- W. **"State", "Petitioner" or "Attorney General"** shall mean the Attorney General's Office and its designated representatives.
- X. **"Tennessee Consumer Protection Act" or "Consumer Act"** shall mean the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*, and as may be amended from time to time.
- Y. **"Unauthorized Practice and Improper Conduct statutes" or "UPL statutes"** shall refer to the Unauthorized Practice and Improper Conduct statutes and related statutes found at Tenn. Code Ann. § 23-3-101 *et seq.* and as may be amended from time to time.

PERMANENT INJUNCTION AND REHABILITATION

20. Accordingly, it is hereby agreed by the Defendant as defined above shall immediately upon the entry of this Judgment, pursuant to Tenn. Code Ann. §§ 23-3-103(c)(3) and 47-18-108(a)(4), Defendant as defined above shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the practices set forth herein and further, permanently required to directly or indirectly satisfy the affirmative requirements set forth herein:

- (A) Defendant shall be strictly prohibited from violating the Unauthorized Practice and Improper Conduct statutes, Tenn. Code Ann. § 23-3-101 *et seq.*
- (B) Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of trade or commerce or her business. Defendant shall fully abide by all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.*, including but not limited to §

47-18-104(b) (27) which prohibits any and all unfair and/or deceptive acts or practices.

- (C) Defendant shall be strictly prohibited from violating the Notaries Public statute, Tenn. Code Ann. § 8-16-401 *et seq.*
- (D) Defendant shall be strictly prohibited from representing, stating, promoting, advertising, claiming or implying that Defendant is an "attorney," "attorney at law," "lawyer," "licenciado," or term or phrase of similar import, unless Defendant possesses a valid license to practice law in the State of Tennessee in good standing at the time of making the representation.
- (E) Defendant shall be strictly prohibited from making or preparing any filings to be used in any court in the State of Tennessee on behalf of any consumer or business other than herself.
- (F) Defendant shall be strictly prohibited from representing from or within Tennessee or to Tennessee consumers that Defendant or any employees or agents of Defendant's company can appear as an advocate in any representative capacity before any court, commission, referee or any body, board, committee or commission constituted by law or having authority to settle controversies or soliciting clients directly or indirectly to provide such services if such an individual is not licensed to practice law in good standing in Tennessee.
- (G) Defendant shall be strictly prohibited from giving any legal advice regarding any secular law topic including but not limited to immigration, contracts, child custody, and landlord/tenant law.
- (H) Defendant shall be strictly prohibited from misleading or deceiving consumers in any way, including but not limited to, representations regarding the legality of certain actions and/or the qualifications of Defendant or her employees.
- (I) Defendant shall be strictly prohibited from advertising as a "notario publico", "notaria publica" (or term or phrase of similar import) without a disclaimer of clear and conspicuous size in English, Spanish and any other language in which the term appears, stating the following:

"I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF TENNESSEE, AND I MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE."

- (J) Defendant shall be strictly prohibited from advising or assisting in selecting or completing forms affecting or relating to a consumer's immigration status without a license in good standing to practice law in Tennessee.
- (K) Defendant shall be strictly prohibited from representing or advertising that a notary public is an immigration consultant or immigration paralegal, unless the notary public is an accredited representative of an organization recognized by the Board of Immigration Appeals pursuant to 8 CFR § 292.2(a-e) or any similar federal law and complies with all other applicable laws, regulations and rules.
- (L) Defendant shall be prohibited from representing or implying to a consumer that they will receive goods or services and then fail to deliver those goods or services within the time frame promised or promoted.
- (M) Defendant shall be prohibited from stating, implying or causing to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Defendant.
- (N) Defendant shall be prohibited from representing or implying that any procedures or other acts or practices hereafter used or engaged in by Defendant have been approved, in whole or in part, by the State.
- (O) Defendant shall, for a period of not less than five (5) years from the date of entry of this Judgment or until such time as all monetary payments required by the Restitution/Refunds section of this Judgment are paid, whichever time is longer, to create and retain the following records, documents and information which shall be available during regular business hours to the Attorney General or its representatives to review, inspect and copy:
 - 1. Accounting records including but not limited to invoices and receipts that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
 - 2. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by Defendant, including as an independent contractor; that person's job title or position; the type and amount of compensation; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

3. Customer/consumer files including names, addresses, telephone numbers, electronic mail addresses, amounts paid, quantity of items or services purchased, and description of goods or services purchased, contracts, consumer correspondence, credit data, charge back data, allotment records and all other similar information obtained in the ordinary course of business;
 4. Consumer complaint and refund request documents, alphabetized by last name, which includes at a minimum, the hard copy, if any, of the consumer's written complaint (if by mail, facsimile or electronic mail) or a summary of any telephonic complaint, the full name of the consumer, nature of complaint, date of transaction, notes and/or copies of communications with the complaining consumers, and a hard copy of Defendant's response, *e.g.* resolution by refund, cancellation or otherwise or other result;
 5. Copies of all sales scripts, training materials, advertisements or other promotional or marketing materials; and
 6. All records and documents necessary to demonstrate full compliance with each provision of this Judgment, including all reports submitted to the Court, Attorney General, and copies of the acknowledgments of receipt as may be required by this Judgment.
- (P) Defendant waives and relinquishes any arguments, rights or defenses regarding the fact that this document includes an injunction but no findings of fact or conclusions of law.
- (Q) This permanent injunction shall be issued without bond, pursuant to Tenn. Code Ann. § 47-18-108(a)(4).

RESTITUTION/REFUNDS

21. Defendant shall pay restitution to consumers who have Eligible Complaints. For purposes of the Restitution/Refund Section of this Judgment, an Eligible Complaint is a request or demand from any consumer that:

- (A) was received directly or indirectly by the Defendant and/or the Attorney General and/or any other agency located in Tennessee handling consumer complaints and/or the Federal Trade Commission, and/or any consumer complaint-handling agency or Better Business Bureau within 180 days

from the date of the entry of this Judgment, and the complaint remains either fully or partially unresolved; or

- (B) is received by the Defendant, either directly from a consumer or through a third party or was received by the Attorney General's Office, any state consumer complaint-handling agency or Better Business Bureau, within 120 days from the date of the entry of this Judgment.¹

22. Consistent with the terms of this Judgment, the Defendant shall resolve each Eligible Complaint by offering the consumer a full refund of all monies paid within two weeks of receiving any such Eligible Complaint.

23. Consumer refunds shall be by check drawn on an account with sufficient cash balance and payable for at least 90 days to fund all refunds and shall not consist of credits, discounts or other partial reimbursement of the purchase price.

24. Within two weeks of receiving an Eligible Complaint, Defendant shall provide each check to the Division of Consumer Affairs for the refunds to Eligible Consumers that come forward as described in paragraph 21. The Division of Consumer Affairs will send each Eligible Consumer a packet including the refund check and an explanatory letter from the Director and the Attorney General. Defendant shall also be required to simultaneously provide a copy of the refund check to the Tennessee Attorney General's Office.

25. Mailing of the refund packets will be handled at the sole discretion of the Division of Consumer Affairs.

26. Defendant is responsible for all costs associated with the refund process set forth in paragraph 21 forward, including but not limited to, all costs associated with the mailing and

¹ If a consumer's complaint is received after the 180 day period has passed, and the consumer was delayed for a good faith reason such as illness, military deployment or death in the family, such complaint will be an Eligible Complaint for the purposes of this Judgment.

content of the packet of materials discussed herein, all letterhead, envelopes, copying charges, postage and costs associated with the issuance of refund checks.

27. Within seven (7) months of entry of this Judgment, the Defendant shall provide a report and verifying affidavit to the Attorney General confirming her full compliance with the restitution provisions of this order, including an alphabetical list of the Eligible Consumers covered by paragraph 21 that, in fact, applied for and/or received a full refund and, if so, the amount refunded.

28. In the event that Eligible Consumers are unable to be located or Eligible Consumers fail to cash their refund checks, the funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, et seq. These funds shall be delivered by the Defendant to the Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies. The following unique situations shall be handled as identified when restitution checks are issued to consumers:

- (A) If an Eligible Consumer is now deceased, the restitution payment shall be made to the estate of the decedent.
- (B) If the purchase was made by a minor, the restitution check shall be made jointly payable to the minor child's parents or legal guardians. If the child is in the sole custody of one parent or only has one parent or one legal guardian, the restitution check shall be made payable to the sole custodial parent or single parent.
- (C) If the purchase was made by a married couple, now divorced, a single restitution check shall be made jointly payable to both the former husband and former wife, unless a protective order is in place relating to one of the parties, in which case, two restitution checks shall be issued, half to each former spouse.
- (D) If the purchase was made jointly by two or more unrelated persons, a single

restitution check shall be made jointly payable to those persons.

ATTORNEYS FEES AND COSTS TO THE STATE

29. Pursuant to Tenn. Code Ann. §§ 47-18-108(b)(3) and 47-18-108(a)(5), Defendant shall pay the sum of Four Thousand Dollars and 0/100 (\$4,000.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or other lawful purposes at the sole discretion of the Tennessee Attorney General. Said payment shall be made in accordance with the terms set forth by paragraph 33 of this Agreed Final Judgment and Permanent Injunction.

30. If the entire monetary amount anticipated by the State of Tennessee is not received, any monies received shall first be attributed to restitution pursuant to paragraph 21, next to attorneys' fees pursuant to paragraph 29, and finally to civil penalties pursuant to paragraph 31. If more monies are received than anticipated by the State of Tennessee, any additional monies received shall be attributed to attorneys' fees pursuant to this paragraph.

CONSUMER ACT AND UPL ACT CIVIL PENALTIES

31. Pursuant to Tenn. Code Ann. §§ 47-18-108(b)(3) and 23-3-103(c)(1), Defendant shall pay the sum of Six Thousand Dollars and 0/100 (\$6,000.00) to the State of Tennessee as a civil penalty for the Defendant's acts and/or practices described in the State's Complaint. Said payment shall be made payable to the "Treasurer, State of Tennessee- Attorney General." In the interest of efficiency, the certified check for civil penalties may be combined with the attorneys' fees certified check described in paragraph 29, paid according to the terms set forth in paragraph 33.

FORBEARANCE ON EXECUTION AND DEFAULT

32. No execution or garnishment on the monetary portion of this Judgment shall issue so long as the Defendant makes payments in accordance with paragraph 33 herein. In the event Defendant fails to make any such payment within twenty (20) days of its due date, the entire monetary balance under this Judgment then remaining become due and payable without notice and may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. § 47-14-121 from the date of entry of this Judgment. Defendant agrees to pay all attorneys' fees and costs including, but not limited to, court costs associated with any such collection efforts.

33. Payment shall be delivered to the Consumer Advocate and Protection Division, Office of Attorney General by a certified check made payable to "Treasurer, State of Tennessee – Attorney General," and mailed to the attention of Deputy Attorney General, Tennessee Attorney General's Office, Consumer Advocate & Protection Division, P.O. Box 20207, Nashville, TN 37202-0207. Said payment will be due on or before the first (1st) business day of the month following the entry of this Agreed Final Judgment by the Court.

34. Defendant shall be required to retain proof of payment to the State of Tennessee in the form of a canceled check for a full two (2) years following her final payment to the State. Defendant shall provide proof of all payments to the State within ten (10) days of a request for such information.

35. On the day of entry of this Judgment, Defendant shall provide the State with a current address and telephone number where she can be contacted and served with process in the event of default until the monetary portion of this Judgment is completed. Defendant shall further be required to provide any new address and telephone number within two (2) days of

relocating to a new address or of obtaining a new telephone number. Service upon the Defendant for the purposes of enforcing the monetary portion of this Judgment in the event of default shall be effective upon mailing a notice via certified mail return receipt requested and waiting 30 days. If no response is received, the State may obtain a default judgment or other adverse ruling sought by the State and all lawful collection efforts may commence.

36. Defendant agrees that if Defendant defaults on any monetary payment herein, the State may set aside this Judgment and obtain a judgment including the full amount of restitution, civil penalties, attorneys' fees and other remedies that would have been available to the State prior to entry of this Judgment.

37. In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendant agrees that all statements set forth in the State's Complaint shall be deemed to be admitted for the limited purpose of establishing non-dischargeability of all sums paid hereunder. Specifically, Defendant agrees that all sums are non-dischargeable under 11 U.S.C. § 532(a)(2). Defendant further agrees that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendant shall not contest the State's right to obtain the full amount due and owing, shall reaffirm any such debt if necessary in order to completely fulfill Defendant's monetary obligations to the State and shall not object in any manner or form that is contradictory to the terms of this Judgment to any proof of claim filed by the State.

38. Defendant has represented and warranted that she has reviewed her financial situation and that:

(a) she is currently solvent within the meaning of 11 U.S.C. § 547(b)(3), and will remain solvent following her payment to the State of Tennessee hereunder.

Further, the parties expressly warrant that in evaluating whether to execute this agreement, the Parties have:

(i) intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Defendant, within the meaning of 11 U.S.C. § 547(b)(1), and

(ii) concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange; and

(b) the following are correct statements:

(i) the Defendant was not insolvent within the meaning of 11 U.S.C. § 548(a)(1)(B)(ii) on the date of these promises, covenants and obligations and did not become insolvent within the meaning of that section as a result of these promises, covenants and obligations; and

(ii) the Defendant is receiving reasonably equivalent value, so as to take these promises, covenants and obligations outside the purview of 11 U.S. C. § 548 (a)(1)(B)(i).

39. Defendant shall give written notice of any bankruptcy filing to:

Deputy Attorney General
Consumer Advocate & Protection Division
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, TN 37202-0207

And

Division of Consumer Affairs
c/o TN Attorney General's Office,
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202-0207

XI. GENERAL PROVISIONS

40. This Judgment may only be enforced by the parties hereto and the Court.

41. The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Judgment.

42. As used herein, the plural shall refer to the singular and the singular shall refer to the plural and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

43. Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Judgment shall not bar the State, or any other governmental entity from enforcing laws, regulations or rules against the Defendant.

44. Nothing in this Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

45. Defendant waives and will not assert any defenses the Defendant may have to any criminal prosecution or administrative action relating to the conduct described in the State's Complaint, which defenses may be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agrees that the amount that the Defendant has agreed to pay under the terms of this Judgment is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

46. Defendant hereby expressly waives and relinquishes any and all rights, remedies, appeals or other interests that she may possess to a jury trial or any derivative rights that flow

from a trial by jury under the Tennessee Constitution or United States Constitution or any other law, regulation or rule.

47. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless approved by this Honorable Court and then only to the extent set forth in such written waiver, modification or amendment.

48. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including but not limited to contempt, civil penalties and/or the payment of attorneys' fees to the State.

49. If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and this Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

50. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by the Defendant within a stated time period or upon a specified date.

51. This Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Judgment which are not fully expressed herein or attached hereto.

52. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

53. Defendant will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Judgment or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

54. The Defendant has provided the State with certain documents, advertisements, and contracts. The Defendant acknowledges and agrees that providing these documents to the State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

55. This Judgment may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereafter and all of which together shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by facsimile or electronic transmission with the intent that it shall constitute an original counterpart thereof.

56. Defendant agrees that this Judgment does not entitle Defendant to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation or rule, and Defendant further waives any rights to attorneys' fees that may arise under such statute, regulation or rule.

57. Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from Defendant pursuant to any state or federal law, regulation or rule. If the State finds that Defendant failed to disclose material information, or made any other material misrepresentation or omission relevant to the resolution of the State's

investigation, the State retains the right to seek to set aside the Judgment in whole or in part, for modification of this Judgment upon proper written notice to Defendant.

58. By agreeing to this Judgment, Defendant reaffirms and attests to the truthfulness, accuracy, and completeness of all of the information provided by Defendant to the State prior to entry of this Judgment. The State's agreement to this Judgment is expressly premised upon the truthfulness, accuracy, and completeness of the information provided by Defendant to the State throughout the course of the investigation of this matter, which information was relied upon by the State in negotiating and agreeing to the terms and conditions of this Judgment.

59. Defendant acknowledges that she understands that the State of Tennessee and this Court expressly rely upon all representations and warranties in this Judgment, including, but not limited to those in this section and elsewhere in this Judgment, and that if any one or more is false, unfair, deceptive, misleading, incomplete, or inaccurate in any manner, the State has the right to vacate or set aside this Judgment, *inter alia*, in whole or in part, and to move that the Defendant making such false, unfair, deceptive, misleading or inaccurate representation(s) or warranty(ies) be held in contempt, and sanctions be imposed under Tenn. Code Ann. § 47-18-108(c) and other law, regulation or rule, together with any and all such other remedies or relief as may be available to the State in law or equity, if the State so elects.

XII. REPRESENTATIONS AND WARRANTIES

60. Defendant represents and warrants she has been in business in the State of Tennessee since June of 1996.

61. Defendant represents and warrants that the financial information provided to the State of Tennessee is true, accurate, non-deceptive, and non-misleading.

62. Defendant represents and warrants that the sign attached as Exhibit A to this Judgment is the only advertisement that she or her business has used at any time that failed to include the required disclaimer that a notario publico or notary public is not licensed to practice law in the state of Tennessee, and may not give legal advice or accept fees for legal advice.

COMPLIANCE WITH ALL LAWS

63. Nothing in this Judgment shall be construed as relieving the Defendant of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

PENALTY FOR FAILURE TO COMPLY

64. Pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate remedies, sanctions, penalties and other relief including, but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties.

65. Upon execution and filing of this Judgment, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

66. Defendant understands and acknowledges that pursuant to the provisions of Tenn. Code Ann. § 23-3-103(c)(1), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Ten Thousand Dollars (\$10,000.00) for each violation, in addition to any other appropriate sanctions, remedies, penalties and any other relief including but not limited to contempt sanctions and the imposition of attorneys' fees and civil

penalties.

MONITORING FOR COMPLIANCE

67. Upon request, the Defendant shall provide books, records or documents to the State at any time, and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Judgment. The Defendant shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at such other location within the State of Tennessee as is mutually agreeable in writing to the Defendant and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

68. Within thirty (30) days of the entry of this Judgment, the Defendant shall submit a copy of this Judgment to each of her employees and any third parties who act directly or indirectly on behalf of the Defendant as an agent, independent contractor or who are involved in conducting business in the State of Tennessee, should Defendant continue to conduct business. Within forty-five (45) days of entry of this Judgment, the Defendant shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Judgment.

69. The State of Tennessee has the right to conduct undercover investigations of Defendant for the purpose of confirming compliance with this Judgment and state law. The State's undercover operatives, if any, are not required to disclose that they are representatives of the State of Tennessee when making contact with Defendant. Further, the State may record (audio and/or video) any or all aspects of its interaction with Defendant without notice to

Defendant. Defendant agrees to void any sale that is conducted by an undercover operative on behalf of the State, upon notification by the State.

PRIVATE RIGHT OF ACTION

70. Nothing in this Judgment shall be construed to affect any private right of action that a consumer, person, entity, or by any local, state, federal or other governmental entity, may hold against the Defendant.

NOTIFICATION TO STATE

71. Any notices required to be sent to the State or the Defendant by this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the Tennessee Attorney General:

Deputy Attorney General
Office of the Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, Tennessee 37202-0207
Telephone: (615) 741-1671

For the Defendant:

R. Francene Kavin, Esq.
155 Franklin Rd., Suite 120
Brentwood, TN 37027
Telephone: (615) 371-0800

PAYMENT OF COURT COSTS

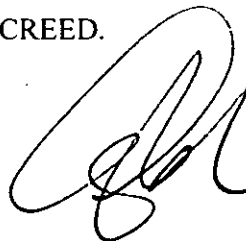
72. All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by the Defendant. No costs shall be taxed to the State

as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.

WAIVER OF SERVICE AND SUBMISSION TO COURTS JURISDICTION

73. Defendant, by signing this Agreed Final Judgment, waives service of process and voluntarily submits to the jurisdiction of this Court.

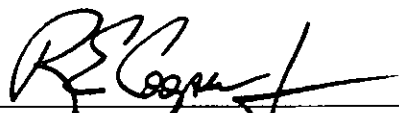
IT IS SO ORDERED, ADJUDGED AND DECREED.

A handwritten signature in black ink, appearing to be 'B. H.', is written over a horizontal line.

JUDGE

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE:

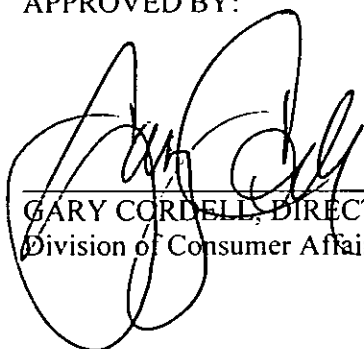


ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 10934



CAITLIN E. DOTY
B.P.R. No. 26273
Assistant Attorney General
JFFFREY L. HILL
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Senior Counsel
State of Tennessee
Office of the Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 741-3108
Facsimile: (615) 532-2910

APPROVED BY:

A handwritten signature in black ink, appearing to read 'Gary Cordell', is written over a horizontal line.

GARY CORDELL, DIRECTOR
Division of Consumer Affairs

FOR THE DEFENDANT:

A handwritten signature in black ink, appearing to read "R. Francene Kavin", written over a horizontal line.

R. FRANCENE KAVIN

B.P.R. No. 11020

Counsel for Defendant

155 Franklin Rd., Suite 120

Brentwood, TN 37027

Telephone: (615) 371-0800

Facsimile: (615) 371-1747

DEFENDANT MARTHA SALAZAR, INDIVIDUALLY AND DOING BUSINESS AS
COMUNIDAD HISPANA, A SOLE PROPRIETORSHIP OWNED AND OPERATED BY
MARTHA SALAZAR

SIGNATURE AND ACKNOWLEDGMENT

Defendant Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar, has read and understand this Agreed Final Judgment and each of its terms. Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar, admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Martha Salazar, individually and doing business as Comunidad Hispana, a sole proprietorship owned and operated by Martha Salazar, agrees to each and every term contained herein.

I, Martha Salazar, being first duly sworn on oath, depose and say that I am the owner and operator of the sole proprietorship, Comunidad Hispana, sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and Comunidad Hispana, and bind the same to the terms hereof.


MARTHA SALAZAR

SUBSCRIBED AND SWORN to before
me this 10th day of September, 2012.

Notary Public

My Commission Expires: Nov 14, 2012

